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AGREEMENT

**THE CONSOLIDATED EFFORT FOR IDENTIFYING, REGISTERING,
AND MONITORING OF REGISTERED SEX OFFENDERS
COUNTY SATELLITE JAIL UTILIZATION
AS A PENAL CODE SECTION 290 - REGISTRATION FACILITY**

This Agreement, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, 2017, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Fresno, a California municipal corporation, hereinafter referred to as "CITY."

WHEREAS, on May 18, 2010, the COUNTY and CITY entered into a License Agreement (County Agreement No. 10-216), whereby the COUNTY granted the CITY a license for CITY's FPD to use certain identified office and parking areas located at the COUNTY's Satellite Jail ("Facility"), located at 110 M Street, Fresno, California, 93721; and

WHEREAS, County Agreement No. 10-216 allowed the COUNTY's FRESNO SHERIFF'S OFFICE ("FSO") and the CITY's FRESNO POLICE DEPARTMENT ("FPD") to consolidate their efforts regarding the identification, registration, and monitoring of subjects regulated under the provisions of California Penal Code Section 290 (Sex Crime Registrants) at the Facility (the "Project"); and

WHEREAS, County Agreement No. 10-216 terminated on June 30, 2015; and

WHEREAS, the FSO and FPD have continued to carry out the Project at the Facility after June 30, 2015 and wish to continue to carry out the Project at the Facility in the future.

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE TO SHARE USE OF FACILITY**

COUNTY grants CITY a license for FPD to use the office at the south end of the Facility, four (4) on-site parking stalls on the west side of the Facility, and share with FSO the common areas of the Facility including, without limitation, the interview area of the Facility (hereinafter, collectively referred to as the "Facility Office"). FPD may use the Facility Office solely for the utilization by its investigators for the Project, and the 4 designated parking spaces for parking of FPD or FPD employee vehicles. The FSO

1 office for the Project is located in the north end of the Facility, and the balance of other
2 on-site parking stalls are reserved for FSO vehicles, buses, trailers, and equipment.

3 OPERATIONAL COSTS

4 A. COUNTY shall provide and pay for all janitorial services, internet,
5 telephone, gas, electricity, garbage pick-up and disposal, security alarm monitoring
6 services, pest control, water, sewer, maintenance and repair of the Facility and site for the
7 Project. COUNTY has provided CITY keys to the exterior door entrance of the Facility
8 and to the Office to be used by FPD for the Project.

9 B. CITY agrees to pay COUNTY quarterly for CITY's use of the Facility
10 Office for the Project as set forth in Exhibit A, attached hereto and incorporated herein by
11 this reference.

12 2. MUTUAL AGREEMENT OF PARTIES TO ADJUST PROPORTIONATE
13 SHARE

14 FPD shall obtain the prior written consent from the Sheriff of the FSO to add
15 any additional FPD staff beyond the 4 investigators anticipated to be assigned or to
16 increase the total number of dedicated hours by such FPD investigators. FSO shall
17 obtain the prior written consent from the FPD Chief of Police to add any additional FSO
18 staff beyond the 2 investigators anticipated to be assigned or to increase the total number
19 of dedicated hours by such FSO investigators. In the event there is any proposed change
20 which the respective Sheriff or Chief of Police determines will require the modification of
21 the proportionate share of the Monthly Operational Costs prior to providing any written
22 consent hereunder, then such modification shall be by a mutual written agreement of the
23 parties modifying this Agreement.

24 3. COUNTY AND CITY ACKNOWLEDGEMENTS

25 A. COUNTY and CITY acknowledge that nothing in this Agreement is
26 intended to impact COUNTY's utilization of other parts of the Facility by FSO.

27 B. COUNTY and CITY acknowledge that nothing within this Agreement
28 is intended to limit the authority or ability of FPD to process any of its California Penal
Code section 290 registrants at other FPD sites or facilities.

C. COUNTY and CITY acknowledge that this joint effort by its law
enforcement agencies does not provide for the exclusion of any allowable booking or jail

1 access fees that might attach to the arrest and booking into the Fresno County Jail by the
2 FPD of any individual connected with this California Penal Code section 290 registration
3 operation.

4 D. COUNTY and CITY acknowledge that the designated portion of the
5 Facility shall be utilized ONLY for the delivery of services related to California Penal Code
6 section 290.

7 4. INVOICING AND PAYMENT

8 A. COUNTY shall invoice CITY quarterly in accordance with Exhibit A.
9 Invoice shall be addressed to FPD as follows:

10 FRESNO POLICE DEPARTMENT
11 2323 Mariposa
12 Fresno, CA 93717
13 Attn: Business Office

14 B. All payments shall be made by the FPD within thirty (30) days of
15 receipt of the invoice. All payments shall be addressed to the FSO as follows:

16 FRESNO SHERIFF'S OFFICE
17 P.O. Box 1788
18 Fresno, CA 93717
19 Attn: Business Office

20 5. TERM, EXTENSION AND TERMINATION

21 A. The initial term of this Agreement shall be for a term of 3 years,
22 beginning 12:00 a.m. on July 1, 2015 and ending 11:59:59 p.m. on June 30, 2018, unless
23 and until terminated earlier by either party in accordance with this Agreement.

24 B. This Agreement may be extended on the same terms and conditions
25 herein for up to two (2) consecutive 1-year periods, upon written agreement by both the
26 CITY's Police Chief and the COUNTY's Sheriff prior to expiration of the then current initial
27 term or extension period.

28 C. This Agreement may be terminated by either party with or without
cause by giving written notice to the other party at least thirty (30) days in advance of the
effective date of such termination. The CITY's Police Chief shall have authority to
terminate this Agreement pursuant to this paragraph on behalf of the CITY. The

1 COUNTY's Sheriff shall have authority to terminate this Agreement pursuant to this
2 paragraph on behalf of the COUNTY.

3 D. In the event that the primary use of the Facility requires a change
4 (i.e., resumption of Facility as a jail facility or other FSO or COUNTY use) based on
5 conditions unknown to either COUNTY or the Sheriff at the time of entering into this
6 Agreement, the COUNTY may terminate this Agreement by giving written notice to CITY
7 at least thirty (30) days in advance of the effective date of such termination. In any
8 event, upon becoming aware of any conditions which may require such a change, the
9 COUNTY shall immediately notify CITY of such conditions.

10 E. This Agreement is contingent on the appropriation of funds by the
11 respective governmental agency to fund their respective obligations hereunder. Should
12 funds not be appropriated, this Agreement may be terminated by the party upon thirty (30)
13 days prior written notice to the other party.

14 G. Upon expiration or termination of this Agreement, CITY shall remove
15 all personal property from, and vacate and surrender, the Facility Office on or before the
16 respective expiration date or effective date of termination.

17 6. RENDITION OF JURISDICTIONAL SERVICES

18 The rendition of law enforcement services by the respective law
19 enforcement agency, the standards of performance, the discipline of personnel, and other
20 matters incident to the performance of such services and the control of personnel so
21 employed, shall remain with the respective party's law enforcement agency (i.e., FSO or
22 FPD).

23 7. INDEPENDENT CONTRACTOR

24 In performance of the work, duties and obligations assumed by COUNTY
25 under this Agreement, it is mutually understood and agreed that COUNTY, including any
26 and all of the COUNTY officers, agents, and employees will at all times be acting and
27 performing as an independent contractor, and shall act in an independent capacity and
28 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner
or method by which COUNTY shall perform its work and function. However, CITY shall

1 retain the right to administer this Agreement so as to verify that COUNTY is performing its
2 obligations in accordance with the terms and conditions thereof.

3 CITY and COUNTY shall comply with all applicable provisions of law and
4 the rules and regulations, if any, of governmental authorities having jurisdiction over
5 matters the subject thereof.

6 Because of its status as an independent contractor, COUNTY shall have
7 absolutely no right to employment rights and benefits available to CITY employees.
8 COUNTY shall be solely liable and responsible for providing to, or on behalf of, its
9 employees all legally required employee benefits. In addition, COUNTY shall be solely
10 responsible and save CITY harmless from all matters relating to payment of COUNTY's
11 employees, including compliance with Social Security withholding and all other
12 regulations governing such matters. It is acknowledged that during the term of this
13 Agreement, COUNTY may be providing services to others unrelated to the CITY or to this
14 Agreement.

15 8. ALTERNATIVE DISPUTE PROCEDURE

16 In the event of a dispute between the parties as to any condition or issue
17 associated with this Agreement, the Sheriff of FSO and the FPD Chief of Police, or their
18 respective designees, will meet and participate in a discussion to exercise good faith
19 efforts to resolve the dispute.

20 9. NOTICES

21 Except as otherwise expressly provided in this Agreement, any notice
22 required or intended to be given to either party under the terms of this Agreement shall be
23 in writing and shall be deemed to be duly given if delivered personally, transmitted by
24 facsimile followed by telephone confirmation of receipt, or sent by United States
25 registered or certified mail, with postage prepaid, return receipt requested, addressed to
26 the party to which notice is to be given at the party's address set forth below or at such
27 other address as the parties may from time to time designate by written notice. Notices
28 served by United States mail in the manner above described shall be deemed sufficiently
served or given at the time of the mailing thereof.

1 The persons and their addresses having authority to give and receive
2 notices under this Agreement include the following:

3 County of Fresno

4 Margaret Mims, Sheriff
5 Fresno County Sheriff's Office
6 2200 Fresno Street
7 Fresno, CA 93717
8 Phone (559) 488-3121
9 FAX (559) 488-1899

City of Fresno

Jerry Dyer, Police Chief
Fresno Police Department
2323 Mariposa
Fresno, CA 93717
Phone (559) 621-2000
FAX (559) 498-5168

10 10. INDEMNIFICATION

11 A. COUNTY shall indemnify, hold harmless and defend CITY and each of
12 its officers, officials, employees, agents and authorized volunteers from any and all loss,
13 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
14 liability, including but not limited to personal injury, death at any time and property
15 damage) incurred by the CITY, COUNTY or any other person, and from any and all
16 claims, demands and actions in law or equity (including attorney's fees and litigation
17 expenses), arising or alleged to have arisen directly or indirectly from the negligent or
18 intentional acts or omissions, or willful misconduct of COUNTY or any of its officers,
19 officials, employees, agents or authorized volunteers in the performance of this
20 Agreement; provided nothing herein shall constitute a waiver by COUNTY of
21 governmental immunities including California Government Code Section 810 et seq.

22 B. CITY shall indemnify, hold harmless and defend COUNTY and each
23 of its officers, officials, employees, agents and authorized volunteers from any and all
24 loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or
25 strict liability, including but not limited to personal injury, death at any time and property
26 damage) incurred by CITY, COUNTY or any other person, and from any and all claims,
27 demands and actions in law or equity (including attorney's fees and litigation expenses),
28 arising or alleged to have arisen directly or indirectly from the negligent or intentional acts

1 or omissions, or willful misconduct of CITY or any of its officers, officials, employees,
2 agents or authorized volunteers in the performance of this Agreement; provided nothing
3 herein shall constitute a waiver by CITY of governmental immunities including California
4 Government Code Section 810 et seq.

5 C. In the event of concurrent negligence on the part of COUNTY or any
6 of its officers, officials, employees, agents or authorized volunteers, and CITY or any of
7 its officers, officials, employees, agents or authorized volunteers, the liability for any and
8 all such claims, demands and actions in law or equity for such losses, fines, penalties,
9 forfeitures, costs and damages shall be apportioned under the State of California's theory
10 of comparative negligence as presently established or as may be modified hereafter.

11 D. This section shall survive termination or expiration of this Agreement.

12 11. INSURANCE

13 Without limiting the indemnification of each party as stated in Section 11 above, it
14 is understood and agreed that CITY and COUNTY shall each maintain, at their sole
15 expense, insurance policies or self-insurance programs including, but not limited to, an
16 insurance pooling arrangement and/or Joint Powers Agreement to fund their respective
17 liabilities throughout the term of this agreement. Coverage shall be provided for general
18 liability, automobile liability, and workers' compensation exposure. Evidence of
19 Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be
20 required of either party under this Agreement.

21 12. MODIFICATION

22 Any matter of this Agreement may be modified from time to time by the
23 written mutual agreement of the parties hereto without, in any way, affecting the
24 remainder.

25 13. NON-ASSIGNMENT

26 Neither party shall assign, transfer or sub-contract their rights or duties
27 under this Agreement without the prior written consent of the other party.

28 14. GOVERNING LAW AND VENUE

1 Venue for any action arising out of or relating to this Agreement shall only
2 be in Fresno County, California. The rights and obligations of the parties and all
3 interpretation and performance of this Agreement shall be governed in all respects by the
4 laws of the State of California.

5 15. SEVERABILITY

6 The provisions of this Agreement are severable. The invalidity, or
7 unenforceability of any one provision in this Agreement shall not affect the other
8 provisions.

9 16. NO THIRD PARTY BENEFICIARIES

10 The rights, interests, duties and obligations defined within this Agreement
11 are intended for the specific parties hereto as identified in the preamble of this
12 Agreement. It is not intended that any rights or interests in this Agreement benefit or flow
13 to the interest of any third parties.

14 17. ENTIRE AGREEMENT

15 This Agreement constitutes the entire agreement between the CITY and
16 COUNTY with respect to the subject matter hereof and supersedes all previous
17 negotiations, proposals, commitments, writings, advertisements, publications,
18 agreements, and understandings of any nature whatsoever, whether written or oral,
19 unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 CITY OF FRESNO

COUNTY OF FRESNO

4 By: _____
5 Jerry Dyer, Chief of Police
6 Fresno Police department

By: _____
Brian Pacheco, Chairman
Board of Supervisors

7 ATTEST:
8 Becky Klisch, City Clerk

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

9
10 By: _____
11 Deputy

By: _____
Deputy

12 REVIEWED & RECOMMENDED
13 FOR APPROVAL:

14 APPROVED AS TO FORM:
15 Douglas Sloan, City Attorney

By: _____
Margaret Mims, Sheriff

16 By:  _____
17 Date 4/3/17 SETH MEHRTEN
DEPUTY

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

18 By: _____
19 Deputy

20 APPROVED AS TO ACCOUNTING
21 FORM: Oscar J. Garcia, C.P.A.
22 Auditor-Controller/Treasurer-Tax
23 Collector

24 By: _____

25 Attachments:

26 Exhibit A – Monthly Rent Cost

Fund No. 0001

Org. No. 31114000

Account No. 4841

1 **Exhibit A**

2 CITY agrees to pay rent to the COUNTY for the Premises each quarter according to the
3 following schedule:

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Date	Total Quarterly Rent	Total Annual Rent
July 1, 2015 – June 30, 2016	\$5,000.00	\$20,000.00
July 1, 2016 – June 30, 2017	\$5,000.00	\$20,000.00
July 1, 2017 – June 30, 2018	\$5,000.00	\$20,000.00
July 1, 2018 – June 30, 2019*	\$5,000.00	\$20,000.00
July 1, 2019 – June 30, 2020*	\$5,000.00	\$20,000.00

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8 *Assuming the two, one year extensions are exercised.

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- 10 1. The CITY has already paid the COUNTY a total of \$54,850 for use of the Premises
- 11 since July 1, 2015, for which credit will be applied to the above payment schedule.
- 12 Based thereon, the parties agree that the next quarterly payment invoiced by
- 13 COUNTY, and payable by CITY, will be for the quarter April 1, 2018 through June
- 14 30, 2018, in the amount of \$5,150.00, which is comprised of the \$5,000.00 quarterly
- 15 rent for that quarter, as well as the remaining \$150.00 due for the quarter January 1,
- 16 2018 through March 31, 2018.
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